

DEFENSE

Research and Development

**Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

Signed at Arlington and Koblenz
October 1, 7, and 28, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MULTILATERAL

Defense: Research and Development

*Agreement signed at Arlington and Koblenz
October 1, 7, and 28, 2009;
Entered into force October 28, 2009.*

AGREEMENT

BETWEEN

THE MINISTRY OF DEFENCE OF THE

REPUBLIC OF FINLAND

ACTING ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF FINLAND

AND

THE FEDERAL MINISTRY OF DEFENSE OF THE

FEDERAL REPUBLIC OF GERMANY

AND

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

CONCERNING

SURFACE COMBATANT ALUMINUM STRUCTURE DESIGN

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PREAMBLE

The Ministry of Defence of the Republic of Finland (Finland MOD), acting on behalf of the Government of the Republic of Finland, the Federal Ministry of Defense of the Federal Republic of Germany (Germany MOD) and the Department of Defense of the United States of America (U.S. DoD), hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipment;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual need for an improved understanding of the design and material capabilities of aluminum structures;

Desiring to conduct testing of aluminum structures to satisfy common operational requirements; and

Having independently conducted research, exploratory development, and testing of the applications of various technologies, recognize the benefits of cooperation in the Surface Combatant Aluminum Structure Design Project;

Have agreed as follows:

ARTICLE I

DEFINITIONS

The Parties have agreed upon the following definitions of terms used in this Surface Combatant Aluminum Structure Design Agreement (Agreement):

Aluminum Structure	Ship components constructed of aluminum alloy material contributing to the structural configuration of the ship.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Parties. Contracting includes a description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the governmental organization of a Party that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, or terminate Contracts.

Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include Information that has been declassified but remains controlled.
Cost Ceiling	The maximum amount of financial and non-financial contributions a Party may make to this Project.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of a Party.
Designated Security Authority (DSA)	The security authority designated by national authorities to be responsible for the coordination and implementation of national industrial security aspects of this Project.
Financial Costs	Project costs met with monetary contributions.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.

Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Non-financial Costs	Project costs met with non-monetary contributions.
Party	A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell an invention.
Project	The cooperative efforts of the Parties under this Agreement to achieve the objectives in Article II (Objectives) and accomplish the work in Article III (Scope of Work).
Project Background Information	Information not generated in the performance of this Project.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling, or test equipment provided for use in this Project.
Project Foreground Information	Information generated in the performance of this Project.

Project Information	Any Information provided to, generated in, or used in this Project.
Project Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or "first actually reduced to practice") in the course of work performed under a Project. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Project Plan	A plan developed by the Project Managers and approved by the Steering Committee that provides a description of the Project's delivery requirements and milestones.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Party's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
Third Party	A government other than the Government of a Party and any person or other entity whose government is not the Government of a Party.

ARTICLE II

OBJECTIVES

2.1. The objectives of this Project are:

- 2.1.1. To develop and validate theoretical methods for predicting the response of aluminum ships throughout their service life to physical effects, based on the results of testing and analysis of a Helsinki Class Fast Missile Craft (FMC).
- 2.1.2. To prepare for and conduct testing on one Helsinki Class FMC.
- 2.1.3. To analyze Helsinki Class FMC test results.
- 2.1.4. To explore the benefits and limitations of Aluminum Structure in surface combatant applications.

ARTICLE III

SCOPE OF WORK

3.1. The detailed work to be performed under this Agreement shall be described in the Project Plan. The overall work to be carried out under this Agreement includes:

- 3.1.1. Exchange and analysis of results and other Information from the Helsinki Class FMC test conducted by the Germany MOD and Finland MOD. The Germany MOD and Finland MOD to provide results and Information to the U.S. DoD and all three Parties shall analyze them together.
- 3.1.2. Preparation for and conduct of testing of one (1) retired Finnish Navy Helsinki Class FMC to be provided by the Finland MOD. In-water testing of the FMC shall be conducted in Finnish territorial waters. The Germany MOD and U.S. DoD shall be responsible for providing, installing and removing test equipment. The Finland MOD shall be responsible for providing a test range and the conduct of testing.
- 3.1.3. Analyses of data and comparisons with numeric predictions. The U.S. DoD shall prepare numeric predictions supporting the testing. All three Parties shall be independently responsible for this analysis and comparison.
- 3.1.4. Development and validation of early stage design methods for surface combatant Aluminum Structures. The Finland MOD and U.S. DoD shall jointly develop the early stage design methods.
- 3.1.5. Assessment of reliability-based structural design methods for surface combatants. All three Parties shall jointly assess reliability-based design methods.
- 3.1.6. Testing of ship material for end-of-service life fatigue and ultimate strength material properties. Finland MOD shall provide material concerning relevant Helsinki Class FMC to the Germany MOD and the U.S. DoD for them to test and provide results.

3.1.7. Evaluation of ship life time loads and structural response. The Finland MOD and U.S. DoD shall jointly perform the evaluation.

3.1.8. Review of design for standards and publications and development of recommendations for updating procedures as needed to reflect the testing of aluminum surface combatants. All three Parties shall jointly review and develop recommendations.

3.2. The Parties shall exchange and share all Information generated under this Project in accordance with the terms and conditions of this Agreement.

ARTICLE IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. This Project shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and Project Managers (PMs) appointed by the Parties. The SC shall have overall authority over the PMs, in accordance with this Agreement. The PMs shall have primary responsibility for effective implementation, efficient management, and direction of the Project in accordance with this Agreement. The Parties shall maintain and fund their own organizations for managing this Project.

4.2. The SC shall consist of one voting representative designated by each Party. The SC shall meet at the request of any representative. Each meeting of the SC shall be chaired by the representative of the Party hosting the meeting. Decisions of the SC shall be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative shall refer the issue to its higher authority for resolution. The approved Project Plan shall continue to be implemented without interruption under the direction of the PMs while the issue is being resolved by higher authority.

4.3. The SC shall be responsible for:

- 4.3.1. Exercising executive-level oversight of the Project.
- 4.3.2. Reviewing progress towards accomplishing Article II (Objectives) and Article III (Scope of Work) of this Agreement.
- 4.3.3. Approving the Project Plan submitted by the PMs in accordance with subparagraph 4.6.2. of this Article, and any revisions thereto, and reviewing the technical progress of the Project against the Project Plan. The Project Plan shall include, but not be limited to, a detailed scope of work and corresponding work schedule, as appropriate.
- 4.3.4. Reviewing the financial status of the Project to ensure compliance with the conditions of Article V (Financial Provisions) of this Agreement.

- 4.3.5. Resolving issues brought forth by the PMs.
- 4.3.6. Proposing to the Parties amendments to this Agreement in accordance with Article XVI (Amendment, Termination, Entry into Force, and Duration) of this Agreement.
- 4.3.7. Approving plans to manage and control the transfer of Project Equipment provided by any Party to support the execution of the Project in accordance with Article VII (Project Equipment) of this Agreement.
- 4.3.8. Maintaining oversight of the security aspects of the Project, including reviewing and obtaining approval from the appropriate Designated Security Authority of a Project Security Instruction (PSI) prior to the transfer of Classified Information or Controlled Unclassified Information.
- 4.3.9. Employing its best efforts to resolve, in consultation with the export control authorities of the Party concerned, any export control issues raised by any PM in accordance with subparagraph 4.6.8. of this Article or raised by a Party's SC representative in accordance subparagraph 8.1.2.4. of Article VIII (Disclosure and Use of Project Information) of this Agreement.
- 4.3.10. Monitoring Third Party sales and transfers authorized in accordance with Article XII (Third Party Sales and Transfers) of this Agreement.
- 4.3.11. Reviewing the semi-annual status report submitted by the PMs.

4.4. Project offices shall be established in Washington, D.C., in Espoo, Finland, and in Eckernförde, Germany, to manage the Project. The U.S. Department of the Navy shall appoint the U.S. DoD PM, the Finnish Naval Research Institute shall appoint the Finland MOD PM, and the German Technical Center For Ships and Naval Weapons WTD71 shall appoint the German MOD PM, all of whom shall be responsible for implementing this Agreement and for carrying out the Project.

4.5. The PMs are responsible for management of those tasks for which their Party has responsibility as identified in Article III (Scope of Work) of this Agreement.

4.6. For matters under their cognizance, the PMs shall be responsible for:

- 4.6.1. Managing the cost, schedule, performance requirements, technical, security, and financial aspects of the Project described in this Agreement.
- 4.6.2. Developing a Project Plan, and any necessary revisions thereto, as described in subparagraph 4.3.3. of this Article; submitting the Project Plan and any revisions for SC approval; and implementing the plan and any revisions upon SC approval.
- 4.6.3. Executing the financial aspects of the Project in accordance with Article V (Financial Provisions) of this Agreement.
- 4.6.4. Referring issues to the SC that cannot be resolved by the PM.
- 4.6.5. Developing and recommending amendments to this Agreement to the SC.
- 4.6.6. Developing and implementing SC-approved plans to manage and control the transfer of Project Equipment provided by either Party in accordance with Article VII (Project Equipment) of this Agreement.
- 4.6.7. Developing and forwarding to the SC a PSI and a Classification Guide for the Project within three months after Agreement signature, and implementing them upon final approval.
- 4.6.8. Monitoring export control arrangements required to implement this Agreement and, if applicable, referring immediately to the SC any export control issues that could adversely affect the implementation of this Agreement.
- 4.6.9. Providing a semi-annual status report to the SC, and other such reports as directed by the SC.

4.6.10. Appointing a Project security officer.

ARTICLE V

FINANCIAL PROVISIONS

5.1. Each Party shall bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its activities under this Agreement and all such costs shall be included as part of each Party's contributions to the Project. These costs include financial and non-financial contributions (e.g., salaries, travel, and per diem costs for each Party's Project personnel), as well as any Contract costs.

5.2. The Parties have mutually determined the values for the following non-financial contributions:

5.2.1. The non-financial contributions of the Finland MOD include, but are not limited to, the use of one Helsinki Class FMC and background Information from tests conducted with the Germany MOD on a Helsinki Class FMC.

5.2.2. The non-financial contributions of the Germany MOD include, but are not limited to, test equipment to be used in the Helsinki Class FMC test and background Information from tests conducted with Finland MOD on a Helsinki Class FMC and other material test data.

5.2.3. The non-financial contribution of the U.S. DoD includes test equipment to be used in the Helsinki Class FMC test.

5.3. Each Party shall fund the full extent of its participation in this Project. The Parties estimate that the performance of their obligations under this Agreement (that is, their financial and non-financial contributions) shall not exceed the following Cost Ceilings:

U.S. DoD:	3.000 million U.S. dollars
Finland MOD:	2.207 million Euro
Germany MOD:	2.207 million Euro

The financial and non-financial contributions of each Party represent one-third of the full Financial and Non-financial Costs of the Project.

5.4. The Parties shall use their best efforts to perform, or to have performed, the work specified in Article III (Scope of

Work) of this Agreement and fulfill all the obligations under this Agreement within the Cost Ceilings specified in paragraph 5.3. of this Article.

5.5. As described above, each Party shall contribute its equitable share of the full Financial Costs and Non-financial Costs of the Project, including overhead costs, administrative costs, and costs of claims. The assignment of work represents a sharing of work to be performed under the Project, and each Party shall receive an equitable share of the results of the Project as set out in this Agreement, including Article VIII (Disclosure and Use of Project Information).

5.6. Cooperative efforts of the Parties over and above the jointly determined work set forth in Article III (Scope of Work) of this Agreement shall be subject to future mutual consent of the Parties.

5.7. The following costs shall be borne entirely by the Party incurring the costs and shall not be considered as part of that Party's cost subject to the Cost Ceiling set out in paragraph 5.3. of this Article:

5.7.1. Costs associated with any unique national requirements identified by a Party.

5.7.2. Any other costs outside the scope of this Agreement.

5.8. A Party shall promptly notify the other Parties if available funds are not adequate to fulfill its obligations under this Agreement. If a Party notifies the other Parties that it is terminating or reducing its funding for this Project, all Parties shall immediately consult with a view toward continuation on a modified basis.

ARTICLE VI

CONTRACTING PROVISIONS

6.1. If any Party determines that Contracting is necessary to fulfill that Party's obligations under Article III (Scope of Work) of this Agreement, that Party shall contract in accordance with its respective national laws, regulations, and procedures.

6.2. When one Party individually contracts to perform a task under this Agreement, it shall be solely responsible for its own Contracting, and the other Parties shall not be subject to any liability arising from such Contracts.

6.3. For all Contracting activities performed by any Party, the PMs shall, upon request, be provided a copy of all statements of work prior to the issuance of solicitations.

6.4. Each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VIII (Disclosure and Use of Project Information) of this Agreement. Each Party's Contracting Agency shall insert into its prospective Contracts (and require its subcontractors to insert in subcontracts) suitable provisions to satisfy the requirements of this Agreement, including Article VIII (Disclosure and Use of Project Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), and Article XVI (Amendment, Termination, Entry into Force, and Duration) of this Agreement, and including export control provisions in accordance with this Agreement, in particular paragraphs 6.5. and 6.6. of this Article. During the Contracting process, each Party's Contracting Officer shall advise Prospective Contractors of their responsibility to notify immediately the Contracting Agency, before Contract award, if they are subject to any license or agreement that will restrict that Party's freedom to disclose Information or permit its use. The Contracting Officer shall also advise Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.5. Each Party shall legally bind its Contractors to a requirement that the Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than the purposes authorized under this Agreement. The Contractor shall also be legally

bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this Agreement. Export-controlled Information furnished by one Party under this Agreement may only be retransferred by another Party to its Contractors if the legal obligations required by this paragraph have been established.

6.6. Each Party shall legally bind its Prospective Contractors to a requirement that the Prospective Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Parties for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this Agreement. Prospective Contractors shall not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors shall also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Party under this Agreement may only be retransferred by another Party to its Prospective Contractors if the legal obligations required by this paragraph have been established. Upon request by the furnishing Party, the receiving Party shall identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.7. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VIII (Disclosure and Use of Project Information) of this Agreement, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, that Party's PM shall notify the other Parties' PMs of the restrictions.

6.8. Each Party's PM shall promptly advise the other Parties' PMs of any cost growth, schedule delay, or performance problems under any Contract for which its Contracting Agency is responsible.

ARTICLE VII

PROJECT EQUIPMENT

7.1. Each Party may provide Project Equipment identified as being necessary for executing the Agreement to another Party. Project Equipment shall remain the property of the providing Party. A list of all Project Equipment provided by one Party to another Party shall be developed and maintained by the PMs and approved by the SC.

7.2. The receiving Party shall maintain any such Project Equipment in good order, repair, and operable condition. Unless the providing Party has authorized the Project Equipment to be expended or otherwise consumed without reimbursement to the providing Party, the receiving Party shall return the Project Equipment to the providing Party in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Party shall return the Project Equipment to the providing Party (unless otherwise specified in writing by the providing Party) and pay the replacement value, which shall be computed pursuant to the providing Party's national laws and regulations. If the Project Equipment is lost while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss to the providing Party and pay the replacement value.

7.3. The providing Party shall deliver Project Equipment to the receiving Party at a mutually determined location. Possession of the Project Equipment shall pass from the providing Party to the receiving Party at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Party.

7.4. All Project Equipment that is transferred shall be used by the receiving Party only for the purposes of carrying out this Agreement, unless otherwise agreed to in writing by the providing Party. In addition, in accordance with Article XII (Third Party Sales and Transfers) of this Agreement, Project Equipment shall not be re-transferred or sold to a Third Party without the prior written consent of the providing Party.

7.5. Project Equipment transferred to one Party under this Agreement shall be returned to the providing Party prior to the termination or expiration of this Agreement.

7.6. The Finland MOD's Helsinki Class FMC, the Germany MOD's test equipment and the U.S. DoD's test equipment shall not be transferred to another Party. Therefore, the provisions of paragraphs 7.1. through 7.5. of this Article do not apply to the Helsinki Class FMC and the test equipment. While the Parties do not intend during the Project to damage or destroy the Finland MOD's Helsinki Class FMC and the Germany MOD and U.S. DoD's test equipment on it, the Parties recognize that such damage or destruction may occur during preparation of the test or during the test. Each Party accepts the risk of damage or loss of its equipment used in the Helsinki Class FMC test and shall not seek reimbursement from the other Parties for such damage or loss.

ARTICLE VIII

DISCLOSURE AND USE OF PROJECT INFORMATION

8.1. General

8.1.1. All Parties recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this Project. The Parties intend to acquire sufficient Project Information and rights to use such Information to enable the accomplishment of Article II (Objectives) and Article III (Scope of Work) of this Agreement. The nature and amount of Project Information to be acquired shall be consistent with the objectives stated in Article II (Objectives) and Article III (Scope of Work) of this Agreement. The Parties acknowledge their obligations under paragraph 6.7. of Article VI (Contracting Provisions) when they are unable to secure adequate rights to use and disclose Project Information as required by Article VIII (Disclosure and Use of Project Information) of this Agreement.

8.1.2. The following export control provisions shall apply to the transfer of Project Information:

8.1.2.1. Transfer of Project Information shall be consistent with the furnishing Party's applicable export control laws and regulations.

8.1.2.2. Unless otherwise restricted by duly authorized officials of the furnishing Party at the time of transfer to another Party, all export-controlled Information furnished by one Party to another Party may be retransferred to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.5. and 6.6. of Article VI (Contracting Provisions) of this Agreement.

8.1.2.3. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Party's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Party's nation pursuant to this Agreement, subject to the conditions established

in licenses or other approvals issued by the Government of the former Party in accordance with its applicable export control laws and regulations.

8.1.2.4. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 8.1.2.2. of this Article, it shall promptly inform the other Parties. If a restriction is then exercised and the affected Party(s) objects, that Party's SC representative shall promptly notify the other Party's SC representative and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

8.1.2.5. Notwithstanding the obligations of this Agreement that relate to the protection of Information, particularly Article VIII (Disclosure and Use of Project Information), Article IX (Controlled Unclassified Information), Article XI (Security), and Article XII (Third Party Sales and Transfers), the specific export control provisions set out in Article VI (Contracting Provisions) and this Article shall not apply to transfers of Information amongst non-U.S. DoD Parties where such exchanges do not include U.S. export-controlled Information.

8.2. Government Project Foreground Information

8.2.1. Disclosure: All Project Foreground Information generated by a Party's military or civilian employees (hereinafter referred to as "Government Project Foreground Information") shall be disclosed promptly and without charge to the Parties.

8.2.2. Use: Each Party may use or have used all Government Project Foreground Information without charge for Defense Purposes. The Party generating Government Project Foreground Information shall also retain all its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this Agreement.

8.3. Government Project Background Information

8.3.1. Disclosure: Each Party, upon request, shall disclose promptly and without charge to the other Parties any relevant Government Project Background Information generated by its military or civilian employees, provided that:

8.3.1.1. Such Government Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining, after consulting with the requesting Party, whether it is "necessary to" or "useful in" the Project.

8.3.1.2. Such Government Project Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed.

8.3.1.3. Disclosure of such Government Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party.

8.3.1.4. Any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.

8.3.2. Use: Government Project Background Information furnished by one Party to the requesting Party(s) may be used without charge by or for the requesting Party(s) for Project purposes. However, subject to Intellectual Property rights held by entities other than the Parties, such Government Project Background Information may be used for Defense Purposes by or for the requesting Party(s), without charge, when such Information is necessary for the use of Project Foreground Information. The furnishing Party, in consultation with the other Parties, shall determine whether the Government Project Background Information is necessary for the use of Project Foreground Information. The

furnishing Party shall retain all its rights with respect to such Government Project Background Information.

8.4. Contractor Project Foreground Information

8.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Project Foreground Information") shall be disclosed promptly and without charge to all Parties.

8.4.2. Use: Each Party may use or have used without charge for Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the Parties. The Party whose Contractors generate and deliver Contractor Project Foreground Information shall also retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of Contractor Project Foreground Information shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this Agreement.

8.5. Contractor Project Background Information

8.5.1. Disclosure: A Contracting Party shall make available to another Party promptly and without charge all Contractor Project Background Information generated by Contractors that is delivered under Contracts awarded in accordance with this Agreement. Any other Project Background Information that is generated by Contractors and that is in the possession of one Party shall be made available promptly and without charge to the other Parties, upon request, provided the following conditions are met:

8.5.1.1. Such Contractor Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining, after consultation with the requesting Party, whether it is "necessary to" or "useful in" the Project.

- 8.5.1.2. Such Contractor Project Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed.
- 8.5.1.3. Disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party.
- 8.5.1.4. Any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.
- 8.5.2. Use: All Contractor Project Background Information delivered by Contractors under Contracts awarded in accordance with this Agreement may be used by or for the receiving Party(s), without charge, for Defense Purposes, subject to any restrictions by holders of Intellectual Property rights other than the Parties. Any other Contractor Project Background Information furnished by one Party's Contractors and disclosed to a requesting Party may be used without charge by or for the requesting Party(s) for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Parties; also, when necessary for the use of Project Foreground Information, such other Contractor Project Background Information may be used by or for the requesting Party(s) for Defense Purposes, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor. The furnishing Party, in consultation with the requesting Party(s), shall determine whether such other Contractor Project Background Information is necessary for the use of Project Foreground Information. The furnishing Party shall retain all its rights with respect to Contractor Project Background Information.

8.6. Alternative Uses of Project Information

8.6.1. Any Project Background Information provided by one Party shall be used by the other Parties only for the purposes set forth in this Agreement, unless otherwise consented to in writing by the providing Party.

8.6.2. The prior written consent of each Party shall be required for the use of Project Foreground Information for purposes other than those provided for in this Agreement.

8.7. Proprietary Project Information

8.7.1. All Project Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights shall be identified and marked, and it shall be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.

8.7.2. The PSI shall contain such provisions as are necessary to ensure the protected communication of Project Information that is subject to Intellectual Property rights.

8.8. Patents

8.8.1. Each Party shall include in all its Contracts for the Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto that either:

8.8.1.1. Provides that the Party shall hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

8.8.1.2. Provides that the Contractor shall hold title (or may elect to retain title) for such Project Inventions together with the right to make Patent applications for the same, while securing for the Parties a license for the Project Inventions, and any

Patents thereto, on terms in compliance with the conditions of subparagraph 8.8.2. of this Article.

- 8.8.2. In the event that a Contractor owns title (or elects to retain title) to any Project Invention, the Contracting Party shall secure for the other Parties non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Project Invention throughout the world for Defense Purposes.
- 8.8.3. The conditions of subparagraphs 8.8.4. through 8.8.7. of this Article shall apply in regard to Patent rights for all Project Inventions made by the Parties' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Party holds title or is entitled to acquire title.
- 8.8.4. When a Party has or can secure the right to file a Patent application with regard to a Project Invention, that Party shall consult with the other Parties regarding the filing of such Patent application. The Party that has or receives title to such Project Invention shall, in other countries, file, cause to be filed, or provide the other Parties with the opportunity to file on behalf of the Party holding title, Patent applications covering that Project Invention. A Party shall immediately notify other Parties that a Patent application has been filed. If a Party, having filed or caused to be filed a Patent application, abandons prosecution of the application or ceases maintaining the Patent granted or issued on the application, that Party shall notify the other Parties of that decision and permit the other Parties to continue the prosecution or maintain the Patent as the case may be.
- 8.8.5. Each Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.

- 8.8.6. Each Party shall grant to the other Parties a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced the Project Invention throughout the world for Defense Purposes.
- 8.8.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this Agreement that contain Classified Information shall be protected and safeguarded in accordance with bilateral and multi-lateral treaties and agreements among and between the Parties, and Article XI (Security).

8.9. Each Party shall notify the other Parties of any Intellectual Property infringement claims brought against that Party arising in the course of work performed under the Project on behalf of the other Parties. Insofar as possible, the other applicable Parties shall provide Information available to it that may assist in defending such claims. Each Party shall be responsible for handling such Intellectual Property infringement claims brought against it, and shall consult with the other Parties during the handling, and prior to any settlement, of such claims. At the time that an Intellectual Property infringement claim arises, the Parties shall consult on the appropriate manner to share the cost of such claim. In general, the Parties expect to share the costs of resolving such Intellectual Property infringement claims in proportion to their financial and non-financial contributions for that work specified in Article V (Financial Provisions) of this Agreement.

ARTICLE IX

CONTROLLED UNCLASSIFIED INFORMATION

9.1. Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:

- 9.1.1. Such Information shall be used only for the purposes authorized for use of Project Information as specified in Article VII (Disclosure and Use of Project Information) of this Agreement.
- 9.1.2. Access to such Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. of this Article, and shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this Agreement.
- 9.1.3. Each Party shall take all lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2. of this Article, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

9.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Parties' export-controlled Information shall be marked in accordance with the applicable Party's export control markings as documented in the security Classification Guide. The Parties shall also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.

9.3. Controlled Unclassified Information provided or generated pursuant to this Agreement shall be handled in a manner that ensures control as provided for in paragraph 9.1. of this Article.

9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such Information in accordance with the conditions of this Article.

ARTICLE X

VISITS TO ESTABLISHMENTS

10.1. Each Party shall permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Parties or by employees of the other Parties' Contractors, provided that the visit is authorized by the affected Parties and the employees have any necessary and appropriate security clearances and a need-to-know.

10.2. All visiting personnel shall be required to comply with security regulations of the hosting Party. Any Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the conditions of this Agreement.

10.3. Requests for visits by personnel of one Party to a facility of another Party shall be coordinated through official channels, and shall conform with the established visit procedures of the hosting Party. Requests for visits shall bear the name of the Project.

10.4. Lists of personnel of each Party required to visit, on a continuing basis, facilities of another Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE XI

SECURITY

11.1. All Classified Information provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with bilateral or multilateral security agreements between the Parties. Consistent with the above-mentioned bilateral and multilateral security agreements, the Parties agree to the following security provisions:

11.2. Classified Information shall be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties. Such Classified Information shall bear the level of classification and denote the country of origin, the conditions of release, and the fact that the Information relates to this Agreement.

11.3. Each Party shall take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this Agreement is protected from further disclosure, except as permitted by this Article, unless the other Party(s) consents to such disclosure. Accordingly, each Party shall ensure that the recipient(s):

11.3.1. Shall not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article XII (Third Party Sales and Transfers) of this Agreement.

11.3.2. Shall not use the Classified Information for other than the purposes provided for in this Agreement.

11.3.3. Shall comply with any distribution and access restrictions on Classified Information that are provided under this Agreement.

11.4. The Parties shall investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided or generated pursuant to this Agreement has been lost or disclosed to unauthorized persons. Each Party also

shall promptly and fully inform the other Parties of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

11.5. The PMs shall prepare a PSI and a Classification Guide (CG) for the Project. The PSI and the CG shall describe the methods by which Project Information shall be classified, marked, used, transmitted, and safeguarded, and shall require that markings for all export-controlled Classified Information shall include the applicable export control markings identified in the PSI in accordance with paragraph 9.2. of Article IX (Controlled Unclassified Information) of this Agreement. The PSI and CG shall be developed by the PM within three months after this Agreement enters into force. They shall be reviewed and forwarded to the Parties' DSAs for approval and shall be applicable to all Government and Contractor personnel participating in the Project. The CG shall be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and the CG shall be approved by the appropriate DSA prior to the transfer of any Classified Information or Controlled Unclassified Information.

11.6. The DSA of the Party that awards a classified Contract shall assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received under this Agreement, the DSAs or their designees shall:

- 11.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractor (and their facilities) have the capability to protect the Classified Information adequately.
- 11.6.2. Grant a security clearance to the facilities, if appropriate.
- 11.6.3. Grant a security clearance for all personnel with duties that require access to Classified Information, if appropriate.
- 11.6.4. Ensure that all persons having access to the Classified Information are informed of their obligations to protect the Classified Information

in accordance with national security laws and regulations and the conditions of this Agreement.

11.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.

11.6.6. Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of the Agreement.

11.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this Agreement only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party shall not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Party shall be consulted for approval prior to permitting such access.

11.8. For any facility in which Classified Information is to be used, the responsible Party or Contractor shall approve the appointment of a person or persons to exercise effectively the obligations for safeguarding at such facility the Information pertaining to this Agreement. These officials shall be responsible for limiting access to Classified Information involved in this Agreement to those persons who have been properly approved for access and have a need-to-know.

11.9. Each Party shall ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in the Project.

11.10. Information provided or generated pursuant to this Agreement may be classified as high as Confidential. The existence of this Agreement is unclassified and the contents are unclassified.

ARTICLE XII

THIRD PARTY SALES AND TRANSFERS

12.1. The Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information, or any item produced either wholly or in part from Project Foreground Information, to any Third Party without the prior written consent of the Governments of the other Parties. Furthermore, none of the Parties shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Governments of the other Parties. Such consent shall not be given unless the Government of the intended recipient confirms in writing with the other Parties that it shall:

12.1.1. Not retransfer, or permit the further retransfer of, any equipment or Information provided.

12.1.2. Use, or permit the use of, the equipment or Information provided only for the purposes specified by the Parties.

12.2. The Parties shall not sell, transfer title to, disclose, or transfer possession of Project Background Information or Project Equipment provided by the other Parties to any Third Party without the prior written consent of the Government of the Party that provided such equipment or Information. The providing Party's Government shall be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

ARTICLE XIII

LIABILITY AND CLAIMS

13.1. For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution of the Agreement, the following conditions shall apply:

13.1.1. Claims against a Party or its military or civilian personnel shall be dealt with in accordance with the terms of applicable multilateral or bilateral treaties and agreements of the Parties.

13.1.2. For those claims for which multilateral or bilateral treaties or agreements do not apply, the following conditions shall apply:

13.1.2.1. With the exception of claims for loss of or damage to Project Equipment and the Helsinki Class FMC, U.S. DoD and Germany MOD test equipment, which are addressed in Article VII (Project Equipment), each Party waives all claims against the other Parties in respect to injury to or death of its military or civilian personnel and for damage to or loss of its property caused by such personnel of another Party. However, if the Parties determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Party's military or civilian personnel, the costs of any liability shall be borne by that Party alone.

13.1.2.2. Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Parties' military or civilian personnel shall be processed by the most appropriate Party, as determined by the Parties. Any costs determined to be owed the claimant shall be borne equally by the Parties. However, if the Parties determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Party's military or civilian personnel, the costs of any liability shall be borne by that Party alone.

13.2. Claims arising under any Contract awarded under this Agreement shall be resolved in accordance with the conditions of the Contract.

13.3. Employees and agents of Contractors are not considered civilian personnel of a Party for the purposes of this Article.

ARTICLE XIV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this Project.

14.2. Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work of this Project. If any such customs duties, import and export taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs over and above that Party's shared costs of the Project.

14.3. If, in order to apply European Union (EU) regulations, it is necessary to levy duties, then these shall be met by the EU member end recipient. To this end, parts of the components of the equipment coming from outside the EU shall proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties shall be paid as a cost over and above that EU Party's shared cost of the Project.

ARTICLE XV

SETTLEMENT OF DISPUTES

15.1. Disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

ARTICLE XVI

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

16.1. All activities of the Parties under this Agreement shall be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.

16.2. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

16.3. This Agreement may be terminated at any time upon the written consent of the Parties. In the event all Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination in the most economical and equitable manner.

16.4. In the event that the Agreement is terminated, the following rules shall apply:

16.4.1. The Parties shall continue participation, financial or otherwise, up to the effective date of termination.

16.4.2. Each Party shall be responsible for its own Project-related costs associated with termination of the Project.

16.4.3. All Project Information and rights therein received under this Agreement prior to the termination of this Agreement shall be retained by the Parties, subject to the conditions of this Agreement.

16.5. Any Party may withdraw from this Agreement upon 90 days written notification to the other Parties of its intent to withdraw. Such notice shall be the subject of immediate consultation by the SC to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such withdrawal, the following rules apply:

- 16.5.1. The Party withdrawing from this Agreement shall continue participation, financial or otherwise, up to the effective date of the withdrawal.
 - 16.5.2. The total contribution by any withdrawing Party shall in no event exceed the Cost Ceiling set out in paragraph 5.3. of Article V (Financial Provisions) of this Agreement.
 - 16.5.3. Each Party shall be responsible for its own Project-related costs associated with the withdrawal of the withdrawing Party from the Project.
 - 16.5.4. All Project Information and rights therein received under the conditions of this Agreement prior to the Party withdrawing from this Agreement shall be retained by the Parties, subject to the conditions of this Agreement.
- 16.6. The respective rights and obligations of the Parties regarding Article VIII (Disclosure and Use of Project Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), and Article XIII (Liability and Claims), Article XV (Settlement of Disputes), and this Article XVI (Amendment, Termination, Entry into Force, and Duration) of this Agreement shall continue to apply notwithstanding termination or expiration of this Agreement.
- 16.7. This Agreement, which consists of sixteen (16) Articles, shall enter into force as follows:
- 16.7.1. The Agreement shall enter into force between the Germany MOD and the U.S. DoD on the date that both have signed the Agreement.
 - 16.7.2. After the Finland MOD has signed the Agreement, it shall notify the Germany MOD and the U.S. DoD in writing of the completion of Finland MOD's national measures necessary for entry into force of this Agreement. This Agreement shall enter into force for the Finland MOD on the day specified in such written notification and this written notification shall be attached to this Agreement's signature page.

16.7.3. The Germany MOD and U.S. DoD, who have previously signed the Agreement, shall have no obligations with regard to the Finland MOD, and the Finland MOD shall have no obligations and receive no benefits under this Agreement until such time as this Agreement has entered into force for Finland in accordance with paragraph 16.7.2. above.

16.8. This Agreement shall remain in force for three years from the date on which both Germany MOD and U.S. DoD have signed the Agreement. It may be extended by written concurrence of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their Governments, have signed this Agreement.

DONE, in triplicate, in the English language.

FOR THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF FINLAND
ACTING ON BEHALF OF THE
GOVERNMENT OF FINLAND



Signature

ERRO LAVONEN

Name

Director General,
Ministry of Defence of Finland
Title

At October 7, 2009

Date

Arlington, Virginia

Location

FOR THE FEDERAL MINISTRY OF
DEFENSE OF THE FEDERAL
REPUBLIC OF GERMANY



Signature

REINHARD SCHÜTTE

Name

Vizepräsident BwB
Title

28. Okt. 2009

Date

KOBLENZ

Location

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA


Signature

RDML S. S. VOETSCH

Name

Deputy Assistant Secretary of the
Navy (International Programs)

Title

OCT 1 2009

Date

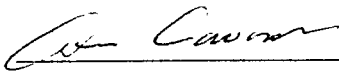
Arlington, Virginia

Location

NOTIFICATION

The Ministry of Defence of the Republic of Finland acting on behalf of the Government of the Republic of Finland hereby notifies the Federal Ministry of Defense of the Federal Republic of Germany and the Department of Defense for the United States of America that it has completed its national measures necessary for this Agreement to enter into force, and that this Agreement shall thereby enter into force on May 23, 2010 [enter date 30 days after date of signature below by Finnish official].

FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND ACTING ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF FINLAND



Date: Apr 23, 2010 Place: Helsinki

This notification has been done in triplicate and it is to be attached to the signature page of the Agreement between the Ministry of Defence of the Republic of Finland Acting on behalf of the Government of the Republic of Finland and the Federal Ministry of Defence of the Federal Republic of Germany and the Department of Defense of the United States of America concerning Surface Combatant Aluminium Structure Design